



### **JURISDICTION AND VENUE**

2. This Court, in accordance with 28 U.S.C. § 1331, has jurisdiction over Plaintiff's claims because this civil action arises under laws of the United States.

3. This Court may properly maintain personal jurisdiction over Defendants because Defendants' contacts with this state and this judicial district are sufficient for the exercise of jurisdiction over Defendants to comply with traditional notions of fair play and substantial justice, satisfying the standard set forth by the United States Supreme Court in International Shoe Co. v. Washington, 326 U.S. 310 (1945) and its progeny.

4. Pursuant to 28 U.S.C. § 1391(b)(1) and (b)(2), venue is properly laid in this district because all of the acts and/or omissions giving rise to the claims set forth herein occurred in this judicial district, and in addition, Defendants are deemed to reside where they are subject to personal jurisdiction, rendering Defendants residents of the Eastern District of Pennsylvania.

5. Plaintiff is proceeding herein under the ADA and has properly exhausted her administrative remedies with respect to such claims by timely filing a Charge of Discrimination with the Equal Employment Opportunity Commission ("EEOC") and by filing the instant lawsuit within ninety (90) days of receiving a notice of dismissal and/or right to sue letter from the EEOC.

### **PARTIES**

6. The foregoing paragraphs are incorporated herein in their entirety as if set forth in full.

7. Plaintiff is an adult individual, with an address as set forth in the caption.

8. Defendant Morgan Corporation is a corporation headquartered at the above-captioned address that produces truck bodies and van bodies.

9. Defendant Morgan Truck Body, LLC is a company located at the above-captioned address that produces truck bodies and van bodies.

10. Upon information and belief, because of their interrelation of operations, common ownership or management, centralized control of labor relations, common ownership or financial controls, and other factors, Defendants are sufficiently interrelated and integrated in their activities, labor relations, ownership and management that they may be treated as a single and/or joint employer for purposes of the instant action.

11. At all times relevant herein, Defendants acted by and through their agents, servants and employees, each of whom acted at all times relevant herein in the course and scope of their employment with and for Defendants.

### **FACTUAL BACKGROUND**

12. The foregoing paragraphs are incorporated herein in their entirety as if set forth in full.

13. Plaintiff was hired by Defendants on or about December 17, 2018.

14. Plaintiff was originally hired by Defendants as a line worker, working on the reefer line.

15. However, shortly after Plaintiff's hire, she suffered a work-related injury to her back, reported the same to Defendants' management, and filed a worker's compensation claim.

16. As a result of her aforesaid back condition (stemming from her work-related injury in or about December of 2018), Plaintiff was at times limited in her ability to perform some daily life activities, including but not limited to pushing, pulling, lifting and performing manual tasks.

17. As a result of her aforesaid back conditions, Plaintiff requested and was placed on light duty for several months (working a reduced schedule of 8 hours per day doing non-laborious work).

18. Plaintiff eventually moved back to the reefer line after several months of being on light duty (as an accommodation for her aforesaid disabilities).

19. However, in or about the spring of 2019, Plaintiff suffered another work-related injury to her back while performing work for Defendants.

20. Following her work-related injury in or about the spring of 2019, Plaintiff again filed a worker's compensation claim.

21. Due to her aforesaid back condition (stemming from her work-related injuries), Plaintiff was again restricted in her ability to lift, push, pull, and stand.

22. As a result of her disabilities and limitations (discussed *supra*), Plaintiff again requested the ability to be place on light duty in the spring of 2019.

23. Plaintiff's aforementioned accommodation request for light duty in the spring of 2019 was granted and approximately 5 months before being involuntarily separated from her employment (discussed *infra*), Plaintiff was permanently moved to a position within Defendants performing data entry.

24. In addition to requesting light duty assignments following her aforesaid work-related injuries, Plaintiff also (on occasion) requested intermittent time off from work (when she had a flare up of her health conditions and was unable to get out of bed).

25. After apprising Defendants' management of her aforesaid health conditions and need for reasonable accommodations and following her claims for worker's compensation, Plaintiff was subjected to hostility and animosity by Defendants' management – including but

not limited to, being issued written discipline for attendance points – which she should have never been assessed.

26. In addition to issuing her discipline for baseless and/or unwarranted attendance points, Plaintiff also complained on multiple occasions to Defendants' management that several medical bills related to her aforesaid work-related injuries had not been paid (even though her worker's compensation claim had been closed).

27. Plaintiff's complaints regarding unpaid medical bills that should have been covered under Defendants' worker's compensation insurance continued up until the day before her termination, when the aforesaid unpaid medical bills were presented to Candy Taddel in Defendants' Human Resources department.

28. On or February 6, 2020, Plaintiff was informed that she was being terminated from her employment with Defendants.

29. The reason provided for Plaintiff's aforesaid termination was that she had accumulated too many points under Defendants' attendance policy.

30. However, Plaintiff believes and avers that her termination was completely pretextual for reasons including, but not limited to:

- (1) Other employees within Defendants have acquired more points than Plaintiff but have not been terminated.
- (2) Plaintiff was assessed points for time she had missed work due to flare ups of her health condition (a reasonable accommodation under the ADA);
- (3) Even though Plaintiff was working a reduced schedule for a period of time because of her aforesaid health conditions, Defendants'

management never changed her scheduled hours. Instead, upon information and belief, Plaintiff was assessed points for allegedly leaving early (even though she was leaving at her reduced schedule time);

- (4) Plaintiff was assessed points for being a no-call/no-show despite Defendants changing the call-out number and never informing Plaintiff of the same;
- (5) Plaintiff was assessed points on days that she was unable to clock in because the time clock was not working;
- (6) Plaintiff was assessed points for leaving early, even though her manager told her to leave early; and
- (7) Plaintiff was even charged with a half point for leaving early on the day of her termination, even though the only reason why she left early that day was because she was informed she had been terminated.<sup>2</sup>

31. Based on the foregoing, Plaintiff asserts that she was terminated in violation of the ADA and Pennsylvania common law.

**First Cause of Action**  
**Violations of the Americans with Disabilities Act, as amended ("ADA")**  
**(Actual/Perceived/Record of Disability Discrimination; Retaliation; Failure to Accommodate)**  
**-Against Both Defendants-**

32. The foregoing paragraphs are incorporated herein in their entirety as if set forth in full.

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<sup>2</sup> This is not an exhaustive list of the reasons why Plaintiff disputes the attendance points that were assessed against her in making the decision to issue her progressive discipline and/or terminate her employment.

33. Plaintiff suffered from qualifying health conditions under the ADA (as amended), which (at times) affected her ability to perform some daily life activities (as discussed *supra*).

34. Plaintiff requested reasonable accommodations for her disabilities at various times throughout her employment with Defendants, including but not limited to light duty work, a reduced schedule, and intermittent time off (on a rare occasions when she had a flare up of her health conditions).

35. Plaintiff was issued discriminatory/retaliatory discipline and ultimately terminated from Defendants because of: (1) her known and/or perceived disabilities; (2) her record of impairment; (3) her requested accommodation, which constitutes unlawful retaliation; and/or (4) Defendants' refusal to accommodate her.

36. These actions as aforesaid constitute violations of the ADA, as amended.

**Second Cause of Action**  
**Common-Law Wrongful Discharge**  
**(Public Policy Violation)**  
**-Against Both Defendants-**

37. The foregoing paragraphs are incorporated herein in their entirety as if set forth in full.

38. Upon information and belief, Plaintiff was terminated in substantial part for making claims for worker's compensation benefits and/or seeking worker's compensation benefits and/or for her work-related injuries (as discussed *supra*).

39. It is against Pennsylvania's public policy for an employee to be terminated for making a worker's compensation claim and/or seeking worker's compensation benefits. These actions as aforesaid constitute wrongful termination in Pennsylvania. *See Shick v. Shirey*, 552 Pa. 590, 716 A.2d 1231 (1997); *Rothrock v. Rothrock Motor Sales, Inc.*, 584 Pa. 297, 883 A.2d 511, 516 (2005).

40. The animosity that Plaintiff was subjected to following her worker's compensation claims and the temporal proximity between Plaintiff's claim for workers' compensation and her termination creates an inference that her termination was in retaliation for making such a claim.

41. These actions as aforesaid constitute wrongful termination in Pennsylvania.

**WHEREFORE**, Plaintiff prays that this Court enter an Order providing that:

A. Defendants are to compensate Plaintiff, reimburse Plaintiff, and make Plaintiff whole for any and all pay and benefits Plaintiff would have received had it not been for Defendants' illegal actions, including but not limited to back pay, front pay, salary, pay increases, bonuses, insurance, benefits, training, promotions, reinstatement, and seniority.

B. Plaintiff is to be awarded punitive and/or liquidated damages, as permitted by applicable law, in an amount believed by the Court or trier of fact to be appropriate to punish Defendants' for their willful, deliberate, malicious and outrageous conduct and to deter Defendants or other employers from engaging in such misconduct in the future;

C. Plaintiff is to be accorded other equitable and legal relief as the Court deems just, proper, and appropriate (including but not limited to damages for emotional distress / pain and suffering);

D. Plaintiff is to be awarded the costs and expenses of this action and reasonable attorney's fees as provided by applicable federal and state law.



Respectfully submitted,

**KARPF, KARPF & CERUTTI, P.C.**

By:

A handwritten signature in black ink, appearing to be 'Ari R. Karpf', written over a horizontal line.

Ari R. Karpf, Esq.  
3331 Street Road  
Two Greenwood Square, Suite 128  
Bensalem, PA 19020  
(215) 639-0801

Dated: April 5, 2021

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

**CASE MANAGEMENT TRACK DESIGNATION FORM**

Judith Ferris

v.

Morgan Corporation d/b/a Morgan Truck Body, et al.

CIVIL ACTION

NO.

In accordance with the Civil Justice Expense and Delay Reduction Plan of this court, counsel for plaintiff shall complete a Case Management Track Designation Form in all civil cases at the time of filing the complaint and serve a copy on all defendants. (See § 1:03 of the plan set forth on the reverse side of this form.) In the event that a defendant does not agree with the plaintiff regarding said designation, that defendant shall, with its first appearance, submit to the clerk of court and serve on the plaintiff and all other parties, a Case Management Track Designation Form specifying the track to which that defendant believes the case should be assigned.

**SELECT ONE OF THE FOLLOWING CASE MANAGEMENT TRACKS:**

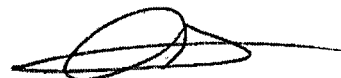
- (a) Habeas Corpus – Cases brought under 28 U.S.C. § 2241 through § 2255. ( )
- (b) Social Security – Cases requesting review of a decision of the Secretary of Health and Human Services denying plaintiff Social Security Benefits. ( )
- (c) Arbitration – Cases required to be designated for arbitration under Local Civil Rule 53.2. ( )
- (d) Asbestos – Cases involving claims for personal injury or property damage from exposure to asbestos. ( )
- (e) Special Management – Cases that do not fall into tracks (a) through (d) that are commonly referred to as complex and that need special or intense management by the court. (See reverse side of this form for a detailed explanation of special management cases.) ( )
- (f) Standard Management – Cases that do not fall into any one of the other tracks. (X)

4/5/2021

Date

(215) 639-0801

Telephone



Attorney-at-law

(215) 639-4970

FAX Number

Plaintiff

Attorney for

akarpf@karpf-law.com

E-Mail Address

**DESIGNATION FORM**

(to be used by counsel or pro se plaintiff to indicate the category of the case for the purpose of assignment to the appropriate calendar)

Address of Plaintiff: 1137 New Holland Avenue, Lancaster, PA 17601

Address of Defendant: 111 Morgan Way, Morgantown, PA 19543

Place of Accident, Incident or Transaction: Defendants place of business

**RELATED CASE, IF ANY:**

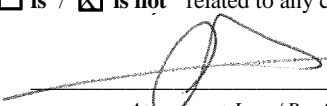
Case Number: \_\_\_\_\_ Judge: \_\_\_\_\_ Date Terminated: \_\_\_\_\_

Civil cases are deemed related when **Yes** is answered to any of the following questions:

- |  |                              |  |
|--|------------------------------|--|
| 1. Is this case related to property included in an earlier numbered suit pending or within one year previously terminated action in this court?  | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 2. Does this case involve the same issue of fact or grow out of the same transaction as a prior suit pending or within one year previously terminated action in this court?            | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 3. Does this case involve the validity or infringement of a patent already in suit or any earlier numbered case pending or within one year previously terminated action of this court? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 4. Is this case a second or successive habeas corpus, social security appeal, or pro se civil rights case filed by the same individual?  | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |

I certify that, to my knowledge, the within case ☐ is / ☒ is not related to any case now pending or within one year previously terminated action in this court except as noted above.

DATE: 4/5/2021

  
Attorney-at-Law / Pro Se Plaintiff

ARK2484 / 91538

Attorney I.D. # (if applicable)

**CIVIL: (Place a ✓ in one category only)**

**A. Federal Question Cases:**

- |                                     |   |
|-------------------------------------|---|
| <input type="checkbox"/>            | 1. Indemnity Contract, Marine Contract, and All Other Contracts |
| <input type="checkbox"/>            | 2. FELA   |
| <input type="checkbox"/>            | 3. Jones Act-Personal Injury                                    |
| <input type="checkbox"/>            | 4. Antitrust  |
| <input type="checkbox"/>            | 5. Patent   |
| <input type="checkbox"/>            | 6. Labor-Management Relations                                   |
| <input checked="" type="checkbox"/> | 7. Civil Rights   |
| <input type="checkbox"/>            | 8. Habeas Corpus  |
| <input type="checkbox"/>            | 9. Securities Act(s) Cases                                      |
| <input type="checkbox"/>            | 10. Social Security Review Cases                                |
| <input type="checkbox"/>            | 11. All other Federal Question Cases                            |
- (Please specify): \_\_\_\_\_

**B. Diversity Jurisdiction Cases:**

- |                          |  |
|--------------------------|--|
| <input type="checkbox"/> | 1. Insurance Contract and Other Contracts        |
| <input type="checkbox"/> | 2. Airplane Personal Injury                      |
| <input type="checkbox"/> | 3. Assault, Defamation                           |
| <input type="checkbox"/> | 4. Marine Personal Injury                        |
| <input type="checkbox"/> | 5. Motor Vehicle Personal Injury                 |
| <input type="checkbox"/> | 6. Other Personal Injury (Please specify): _____ |
| <input type="checkbox"/> | 7. Products Liability                            |
| <input type="checkbox"/> | 8. Products Liability – Asbestos                 |
| <input type="checkbox"/> | 9. All other Diversity Cases                     |
- (Please specify): \_\_\_\_\_

**ARBITRATION CERTIFICATION**

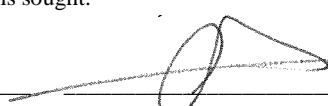
(The effect of this certification is to remove the case from eligibility for arbitration.)

I, Ari R. Karpf, counsel of record or pro se plaintiff, do hereby certify:

☒ Pursuant to Local Civil Rule 53.2, § 3(c) (2), that to the best of my knowledge and belief, the damages recoverable in this civil action case exceed the sum of \$150,000.00 exclusive of interest and costs:

☐ Relief other than monetary damages is sought.

DATE: 4/5/2021

  
Attorney-at-Law / Pro Se Plaintiff

ARK2484 / 91538

Attorney I.D. # (if applicable)

NOTE: A trial de novo will be a trial by jury only if there has been compliance with F.R.C.P. 38.

